

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

STACY SLOAN

v.

LARRY FRASCELLA, et al.

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CIVIL ACTION

No. 12-3609

ORDER

AND NOW, this 16th day of August, 2013, Plaintiff Stacy Sloan having been fully heard on all of her claims and Defendants Larry and David Frascella having orally moved for judgment as a matter of law on all claims pursuant to Federal Rule of Civil Procedure 50(a), it is ORDERED Defendants' motion is GRANTED in part and DENIED in part as follows:

- Defendants' motion is GRANTED insofar as it relates to Sloan's breach of contract claim based on the existence of an alleged oral agreement granting her a 5% equity interest in Lighthouse Legal Finance, LLC (Lighthouse).
- The motion is DENIED as to the balance of Sloan's breach of contract claim.
- The motion is also GRANTED as to Sloan's breach of fiduciary duty claim, which depends on her ownership of an equity interest in Lighthouse. Judgment is entered in favor of Larry and David Frascella and against Sloan on Count III of the Amended Complaint.
- The motion is DENIED as to Sloan's remaining claims for promissory estoppel and violation of the Pennsylvania Wage Payment and Collection Law.

It is further ORDERED, Defendants' motion to strike Sloan's expert's testimony, made orally during trial on August 14, 2013, is RESERVED.

It is further ORDERED this Court reserves the right to supplement its Opinion in the event of an appeal.

BY THE COURT:

/s/ Juan R. Sánchez
Juan R. Sánchez